

# UNOFFICIAL COPY



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Doc#: 1309245019 Fee: \$72.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/02/2013 01:36 PM Pg: 1 of 18

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Property of Cook County Clerk's Office

*Prepared by*

**FOLLOWING RECORDATION, RETURN TO:**

Jeffrey J. Zissa, Esq.  
Akin Gump Strauss Hauer & Feld LLP  
1700 Pacific Avenue, Suite 4100  
Dallas, Texas 75201

**Modification Agreement**

THIS MODIFICATION AGREEMENT is executed effective as of, although not necessarily on, the 27th day of March, 2013, by **MP CATALYST, LLC**, an Illinois limited liability company, and **HUNT ELP, LTD.**, a Texas limited partnership, as follows:

The following terms shall have the defined meaning ascribed to such terms, as set forth below:

"**AGREEMENT**" means this Modification Agreement.

"**ASSIGNMENT**" means that certain Assignment of Leases and Rents dated June 7, 2012, executed by Borrower, as Assignor, for the benefit of Lender, as Assignee.

"**BORROWER**" means (and, if more than one, shall refer jointly and severally to) the person(s) named below together with each such person's successors and assigns: **MP CATALYST, LLC**, an Illinois limited liability company.

"**GUARANTOR**" means **DARREN SLONIGER, NICHOLAS M. RYAN** and **GARY ROSENBERG**, each an individual.

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"**GUARANTY**" means that certain Guaranty of Recourse Obligations dated June 7, 2012, executed by Guarantor with respect to the Guaranteed Obligations as described therein.

"**KAYNE GUARANTY**" means a limited repayment guaranty of even date herewith executed by the Kayne Guarantor in favor of Lender in the form reasonably acceptable to Lender.

"**KAYNE GUARANTOR**" means **KAREP REIT IIB, INC.**, a Delaware corporation.

"**LENDER**" means **HUNT ELP, LTD.**, a Texas limited partnership, as well as any subsequent holder or holders of the Note (as defined below).

"**LOAN AGREEMENT**" means that certain Loan Agreement dated June 7, 2012, by and between Borrower and Lender.

"**LOAN DOCUMENTS**" means the Loan Agreement, Note, the Mortgage and all other instruments, documents or other writings now or hereafter evidencing, governing, securing, guaranteeing or otherwise relating to or executed pursuant to or in connection with any of the Indebtedness or any Loan Document (whether executed and delivered prior to, concurrently with or subsequent to the Mortgage), as such documents may have been or may hereafter be amended from time to time.

"**LOAN PARTY**" means the Borrower and each other person who or which shall be liable for the payment or performance of all or any portion of the Indebtedness or who or which shall own any property that is subject to (or purported to be subject to) a Lien which secures all or any portion of the Indebtedness.

"**MORTGAGE**" means that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may have been heretofore amended) dated June 7, 2012, for the benefit of Lender, as mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois under Clerk's File No. 1219412011 and all renewals, extensions, amendments and other modifications thereto, which Mortgage lien constitutes a lien against the real property described on Exhibit A, which is attached hereto, and all other Property therein defined.

"**NOTE**" means the promissory note (the terms of which are incorporated herein by reference) dated June 7, 2012, executed by Borrower, and payable to the order of Lender, in the maximum face amount of NINE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$9,800,000.00), and all extensions, renewals, increases and other modifications thereof and all other notes given in substitution therefor.

"**PERMITTED EXCEPTIONS**" means all matters shown on Schedule B of the Title Policy and any other matters shown on that one certain Commitment for Title Insurance No. 1401 003917376 D1 dated effective March 8, 2013, issued by Title Company.

"**TITLE COMPANY**" means **CHICAGO TITLE INSURANCE COMPANY**.

"**TITLE POLICY**" means that certain Loan Policy of Title Insurance No. 1410 - 008881919 - UL, dated July 12, 2012, in the amount of the Note, insuring the dignity and priority of the lien created and evidenced by the Mortgage.

Terms used with initial capitalized letters and not specifically defined in this Agreement shall have the meaning ascribed to them in the Mortgage and Loan Agreement, as the case may be.

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WHEREAS, Borrower has requested Lender to modify and amend and renew and extend the Note, Mortgage and other Loan Documents as provided for herein; and Lender has agreed to do subject to the terms and provisions hereof.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration including, without limitation, the execution of the Kayne Guaranty by the Kayne Guarantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Delinquent Charges. Contemporaneously with the execution and delivery of this Agreement, Lender shall advance to Borrower, in accordance with Section 2 of this Agreement, funds sufficient to pay (i) all accrued but unpaid interest on the Note through and including the date hereof and (ii) all other charges due to Lender under the Loan Documents (the "**Protective Advance**"). Lender hereby agrees not to enforce Lender's available remedies with respect to any Event of Default which heretofore occurred because of Borrower's failure to pay when due the interest and charges described in this section.

2. Increase of Note and Loan. As the Mortgage contemplates that other debts or obligations of Borrower to Lender, whensoever or howsoever incurred and of whatever nature, would be secured by the Mortgage, the stated principal amount of the Note is increased by the amount of ONE MILLION NINETEEN THOUSAND FOUR HUNDRED FIFTY-THREE AND 97/100 DOLLARS (\$1,019,453.97), to the stated principal amount of TEN MILLION EIGHT HUNDRED NINETEEN THOUSAND FOUR HUNDRED FIFTY-THREE AND 97/100 DOLLARS (\$10,819,453.97), which additional advance consists of FIVE HUNDRED FORTY THOUSAND SIX HUNDRED THIRTY AND NO/100 DOLLARS (\$540,630.00) for the foundation permit to be issued by the City of Chicago, State of Illinois, for the Improvements to be constructed on the Real Property (the "**Permit Advance**") and FOUR HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-THREE AND 97/100 DOLLARS (\$478,823.97) to pay the Protective Advance. Borrower hereby promises to pay to the order of Lender the principal sum of the Note, as hereby increased, or so much thereof as may be advanced, less any repayments of the principal thereof heretofore made, together with interest thereon at the rate, on the dates and in the manner specified in the Note as modified hereby.

3. Conditions to Permit Advance. Borrower agrees that, in addition to all other conditions set forth herein, the making of the Permit Advance is conditioned upon the fulfillment of each of the following conditions, subject, however, to the right of Lender to waive any one or more of such conditions in whole or in part:

(i) Lender has received and approved a construction contract with respect to the caisson work prepared by a contractor acceptable to Lender; and

(ii) Lender has received and approved the notice to proceed with respect to the caisson work.

4. Grant. If the increase in the Note pursuant hereto is ever deemed or construed not to constitute a debt or obligation which was contemplated by the Mortgage at the time the same was executed and delivered by Borrower, Borrower and Lender hereby agree that, from and after the date hereof, the lien of the Mortgage shall secure the payment of the aggregate amount of the Note as increased hereby. To effectuate same, Borrower by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, under and pursuant to the terms and provisions of the Mortgage, unto Lender and Lender's successors and assigns, forever, all and singular, the Property, TO HAVE AND TO HOLD the Property unto Mortgagee, forever, upon and subject to each and every term and provision contained in the Mortgage, all of which are incorporated herein by reference to secure the repayment of the Note, as herein increased and modified, and the performance by the Borrower and other parties of the terms, covenants and provisions of the Loan Documents, as hereby modified.

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5. Current Note Balance. Prior to the execution hereof, the aggregate amount advanced by Lender under the Note was NINE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$9,800,000.00). Lender has contemporaneously herewith advanced the sum of ONE MILLION NINETEEN THOUSAND FOUR HUNDRED FIFTY-THREE AND 97/100 DOLLARS (\$1,019,453.97), and, therefore, the current outstanding principal balance of the Note after execution hereof shall be TEN MILLION EIGHT HUNDRED NINETEEN THOUSAND FOUR HUNDRED FIFTY-THREE AND 97/100 DOLLARS (\$10,819,453.97).

6. Extension of Maturity. The maturity date of the Note is hereby extended until April 15, 2013, when the unpaid principal balance of the Note, together with all accrued but unpaid interest thereon, shall be due and payable (the "Maturity Date"), unless the Maturity Date is accelerated pursuant to Lender's right to do so under the Loan Documents. The Borrower hereby renews, but does not extinguish, the Note and the liens, security interests and assignments created and evidenced by the Mortgage and other Loan Documents, and in this regard all of the Loan Documents are hereby renewed and modified by extending the maturity date thereof as set forth above. Borrower covenants to observe, comply with and perform each of the terms and provisions of the Loan Documents, as modified hereby.

7. Title Insurance. Contemporaneously with the execution and delivery hereof, the Borrower shall cause the Title Company to issue with respect to the Title Policy, a date down endorsement acceptable to Lender, confirming that the Title Policy has not been reduced or terminated by virtue of the terms and provisions hereof and that there are no exceptions to Lender's title other than the Permitted Exceptions.

8. Acknowledgment by Borrower. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Borrower or any Loan Party to Lender, as evidenced by the Loan Documents. Borrower hereby acknowledges, agrees and represents that (i) Borrower is indebted to Lender pursuant to the terms of the Note as modified hereby; (ii) the liens, security interests and assignments created and evidenced by the Loan Documents are, respectively, valid and subsisting liens, security interests and assignments of the respective dignity and priority recited in the Loan Documents; (iii) there are no claims or offsets against, or defenses or counterclaims to, the terms or provisions of the Loan Documents, and the other obligations created or evidenced by the Loan Documents; (iv) Borrower has no claims, offsets, defenses or counterclaims arising from any of Lender's acts or omissions with respect to the Property, the Loan Documents or Lender's performance under the Loan Documents or with respect to the Property; (v) the representations and warranties contained in the Loan Documents are true and correct representations and warranties of Borrower, as of the date hereof; and (vi) Lender is not in default and no event has occurred which, with the passage of time, giving of notice, or both, would constitute a default by Lender of Lender's obligations under the terms and provisions of the Loan Documents. Borrower hereby ratifies and confirms all provisions of the Loan Documents including, without limitation, Section 17.25 of the Loan Agreement.

9. No Waiver of Remedies. Except as may be expressly set forth herein, nothing contained in this Agreement shall prejudice, act as, or be deemed to be a waiver of any right or remedy available to Lender by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Note or the other Loan Documents.

10. Joinder of Guarantor. By its execution hereof, Guarantor hereby (i) acknowledges and consents to the terms and provisions hereof; (ii) ratifies and confirms the Guaranty to or for the benefit of Lender; (iii) agrees that the Guaranty is and shall remain in full force and effect and that the terms and provisions of the Guaranty cover and pertain to the Loan, Note, Mortgage and other Loan Documents as modified hereby; (iv) acknowledges that there are no claims or offsets against, or defenses or counterclaims to, the terms and provisions of the Guaranty or the other obligations created and evidenced by the Guaranty; (v) certifies that the representations and warranties contained in the Guaranty remain true and correct representations and warranties of Guarantor as of the date hereof; and

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(vi) acknowledges that Lender has satisfied and performed its covenants and obligations under the Guaranty and the other Loan Documents, and that no action or failure to act by or on behalf of, Lender has or will give rise to any cause of action or other claim against Lender for breach of the Guaranty or other Loan Documents or otherwise.

11. Interest Limitation. The Note and all Loan Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable usury laws. If any provision hereof or of any of the other Loan Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the application of such provision to any other person or circumstance nor the remainder of the instrument in which such provision is contained shall be affected thereby and shall be enforced to the greatest extent permitted by law. It is expressly stipulated and agreed to be the intent of the holder of the Note to at all times comply with the usury and other applicable laws now or hereafter governing the interest payable on the indebtedness evidenced by the Note. If the applicable law is ever revised, repealed or judicially interpreted so as to render usurious any amount called for under the Note or under any of the other Loan Documents, or contracted for, charged, taken, reserved or received with respect to the indebtedness evidenced by the Note, or if Lender's exercise of the option to accelerate the maturity of the Note, or if any prepayment by Borrower or prepayment agreement results (or would, if complied with, result) in Borrower having paid, contracted for or been charged for any interest in excess of that permitted by law, then it is the express intent of Borrower and Lender that the Note and the other Loan Documents shall be limited to the extent necessary to prevent such result and all excess amounts theretofore collected by Lender shall be credited on the principal balance of the Note or, if fully paid, upon such other indebtedness as shall then remain outstanding (or, if the Note and all other indebtedness have been paid in full, refunded to Borrower), and the provisions of the Note and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectable hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid, or agreed to be paid, by Borrower for the use, forbearance, detention, taking, charging, receiving or reserving of the indebtedness of Borrower to Lender under the Note or arising under or pursuant to the other Loan Documents shall, to the maximum extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the usury ceiling from time to time in effect and applicable to such indebtedness for so long as such indebtedness is outstanding. To the extent federal law permits Lender to contract for, charge or receive a greater amount of interest Lender will rely on federal law instead of the Texas Finance Code for the purpose of determining the Maximum Rate. Additionally, to the maximum extent permitted by applicable law now or hereafter in effect, Lender may, at its option and from time to time, implement any other method of computing the Maximum Rate under the Texas Finance Code or under other applicable law, by giving notice, if required, to Borrower as provided by applicable law now or hereafter in effect. Notwithstanding anything to the contrary contained herein, or in any of the other Loan Documents, it is not the intention of Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

12. Costs and Expenses. Contemporaneously with the execution and delivery hereof, Borrower shall pay, or cause to be paid, all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, title insurance policy or endorsement premiums or other charges of the Title Company, and reasonable fees and expenses of legal counsel to Lender.

13. Additional Documentation. From time to time, Borrower shall execute or procure and deliver to Lender such other and further documents and instruments evidencing, securing or pertaining to the Loan or the Loan Documents as shall be reasonably requested by Lender so as to evidence or effect the terms and provisions hereof. Upon Lender's request, Borrower shall cause to be delivered to Lender an opinion of counsel, satisfactory to Lender as to form, substance and rendering attorney, opining to



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(i) the validity and enforceability of this Agreement and the terms and provisions hereof, and any other agreement executed in connection with the transaction contemplated hereby; (ii) the authority of Borrower, and any constituents of Borrower, to execute, deliver and perform its or their respective obligations under the Loan Documents, as hereby modified; and (iii) such other matters as reasonably requested by Lender.

14. Effectiveness of the Loan Documents. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Loan Documents are hereby ratified and shall remain in full force and effect; provided, however, that any reference in any of the Loan Documents to the Note, the amount of the Note, any defined terms, or to any of the other Loan Documents shall be deemed, from and after the date hereof, to refer to the Note, the amount of the Note, defined terms and to such other Loan Documents, as modified hereby.

15. Governing Law. **THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.**

16. Time. Time is of the essence in the performance of the covenants contained herein and in the Loan Documents.

17. Binding Agreement. This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, the foregoing shall not be deemed or construed to (i) permit, sanction, authorize or condone the assignment of all or any part of the Property or any of Borrower's rights, titles or interests in and to the Property, except as expressly authorized in the Loan Documents, or (ii) confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not or did not otherwise possess.

18. Headings. The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.

19. Construction. Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.

20. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

21. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

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22. Consent of Lender. The Lender hereby agrees and consents to Borrower, as mortgagor, granting a second lien mortgage against the Property in favor of Kayne Guarantor, as mortgagee, securing a Reimbursement Agreement of even date herewith in the amount of \$540,630.00 executed by Borrower in favor of Kayne Guarantor. For purposes of the Guaranty and the Loan Agreement, the aforementioned second lien mortgage and Reimbursement Agreement shall in no event be deemed a violation or default under Article VI of the Loan Agreement."

23. WAIVER OF RIGHT TO TRIAL BY JURY. BORROWER AND LENDER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY AND FOR THE MUTUAL BENEFIT OF ALL PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE INDEBTEDNESS.

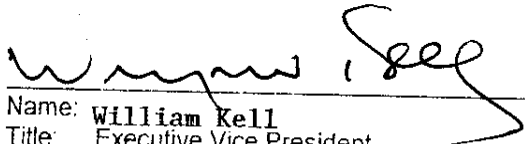
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EXECUTED as of, although not necessarily on, the day and year first above written.

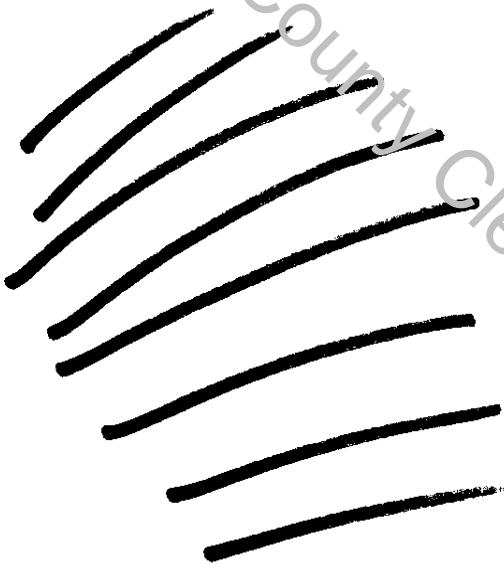
LENDER:

**HUNT ELP, LTD,**  
a Texas limited partnership

By:

  
Name: **William Kell**  
Title: **Executive Vice President**

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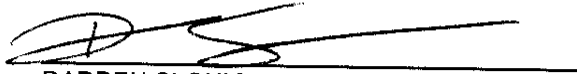


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BORROWER:

**MP CATALYST, LLC**, an Illinois limited liability company

By:




DARREN SLONIGER, Manager

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GUARANTOR:

  
\_\_\_\_\_  
DARREN SLONIGER

\_\_\_\_\_  
NICHOLAS M. RYAN

\_\_\_\_\_  
GARY ROSENBERG

Property of Cook County Clerk's Office



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GUARANTOR:

\_\_\_\_\_  
DARREN SLONIGER

  
\_\_\_\_\_  
NICHOLAS M. RYAN

\_\_\_\_\_  
GARY ROSENBERG

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GUARANTOR:

\_\_\_\_\_  
DARREN SLONIGER

\_\_\_\_\_  
NICHOLAS M. RYAN

  
\_\_\_\_\_  
GARY ROSENBERG

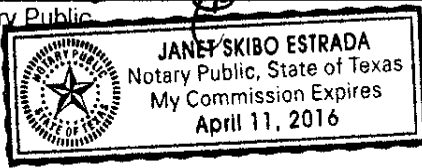
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STATE OF Texas )  
 COUNTY OF El Paso ) ss.:

On the 29th day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared William Keil Executive Vice President of **HUNT ELP, LTD.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Janey Skibo Estrada  
 Notary Public



STATE OF )  
 COUNTY OF ) ss.:

On the \_\_\_ day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Darren Stoniger as Manager of **MP CATALYST, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
 Notary Public

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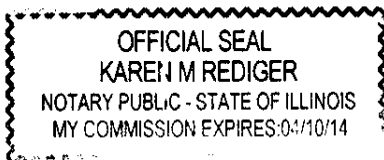
STATE OF \_\_\_\_\_ )  
 ) ss.:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Luxon, Executive Vice President of **HUNT ELP, LTD.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
 Notary Public

STATE OF Illinois )  
 ) ss.:  
 COUNTY OF Kane )

On the 29 day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Darren Sloniger as Manager of **MP CATALYST, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.



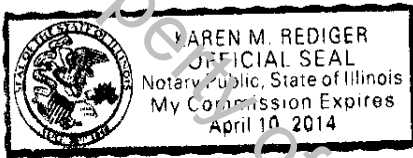
Karen M Rediger  
 Notary Public



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STATE OF Illinois )  
 ) ss.:  
COUNTY OF Kane )

On the 29 day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **DARREN SLONIGER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.



Karen M. Rediger  
Notary Public

STATE OF )  
 ) ss.:  
COUNTY OF )

On the \_\_\_\_ day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **NICHOLAS M. RYAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss.:  
COUNTY OF )

On the \_\_\_\_ day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **GARY ROSENBERG**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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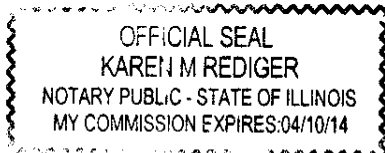
STATE OF )  
 ) ss.:  
COUNTY OF )

On the \_\_\_ day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **DARREN SLONIGER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Illinois )  
 ) ss.:  
COUNTY OF DuPage )

On the 29 day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **NICHOLAS M. RYAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.



Karen M. Rediger  
Notary Public

STATE OF )  
 ) ss.:  
COUNTY OF )

On the \_\_\_ day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **GARY ROSENBERG**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

# UNOFFICIAL COPY

STATE OF \_\_\_\_\_ )  
 ) ss.:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **DARREN SLONIGER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
 Notary Public

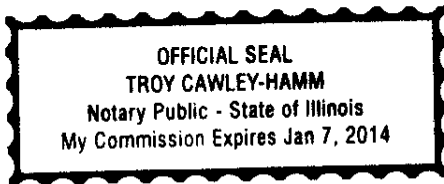
STATE OF \_\_\_\_\_ )  
 ) ss.:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **NICHOLAS M. RYAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
 Notary Public

STATE OF Illinois )  
 ) ss.:  
 COUNTY OF Cook )

On the 21<sup>st</sup> day of March in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **GARY ROSENBERG**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity or capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.



Troy Cawley-Hamm  
 Notary Public

# UNOFFICIAL COPY

## EXHIBIT A

### PARCEL 1:

THE SOUTH 25 FEET 8 - 1/2 INCHES OF LOT 7 IN BLOCK 47 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 7 (EXCEPT THE SOUTH 25 FEET 8 - 1/2 INCHES) IN BLOCK 47 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOT 6 (EXCEPT THE NORTH 37.0 FEET THEREOF) IN BLOCK 47 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THAT PART OF LOT 10 IN BLOCK 47 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 75.00 FEET OF SAID LOT 10, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

THE EAST 75 FEET OF LOT 10 IN BLOCK 47 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 6:

LOT 6 EXCEPT THE SOUTH 38.67 FEET AND EXCEPT THE NORTH 1.25 FEET IN BLOCK 47, IN THE ORIGINAL TOWN OF CHICAGO, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### ALSO DESCRIBED AS:

THE NORTH 37 FEET OF LOT 6 (EXCEPT THE NORTH 15 INCHES THEREOF) IN BLOCK 47 IN THE ORIGINAL TOWN OF CHICAGO SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Addresses: 618 West Washington Street, Chicago, Illinois  
630 West Washington Street Chicago, Illinois  
123 North Des Plaines Street, Chicago, Illinois

PINS: 17-09-331-008-0000; 17-09-331-009-0000; 17-09-331-010-0000  
17-09-331-011-0000; 17-09-331-012-0000; 17-09-331-013-0000